Docket No.: 064754-0011 **PATENT**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

REPLY UNDER 37 CFR 1.116
EXPEDITED PROCEDURE
TECHNOLOGY CENTER 3600

In re Application of	:	Customer Number: 33401
STOYANOV, ATANAS, et al.	:	Confirmation Number: 9660
Application No.: 10/057,435	:	Group Art Unit: 3692
Filed: January 25, 2002	:	Examiner: LIVERSEDGE, Jennifer L.

For: COMPUTERIZED RETAIL LEASE PROGRAM SELECTION SYSTEMS AND METHODS

CERTIFICATE OF ELECTRONIC TRANSMISSION

I hereby certify that this correspondence is being electronically-transmitted to the United States Patent and Trademark Office on July 24, 2008.

DeAnna Rodriguez

SUMMARY OF EXAMINER INTERVIEW ON JULY 23, 2008

MAIL STOP AF
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Applicant thanks Examiner Jennifer L. Liversedge for the time which she spent with Applicant's attorney, Marc E. Brown. during a telephone conference on July 23, 2008, discussing the Second Amendment in Response to Final Office Action which was mailed on January 9, 2008.

Claims 13, 15, 17, and 18 were specifically discussed.

As to Claim 13, Applicant's attorney pointed out that this claim has now been amended to specifically recite that the profit calculation for each of the lease programs is based on the target monthly payment. Applicant's attorney conceded that it was well-known to use a target monthly payment for the purpose of identifying vehicles which a customer might be able to afford to buy. However, Applicant's attorney pointed out that the target monthly payment is being used for a much different purpose in amended Claim 13. It is being used to determine the amount of profit that a loan would generate (which is also different than using the monthly

payment to determine whether a buyer would qualify for a loan). Applicant's attorney pointed out that this was an unobvious use which was not even disclosed or suggested by Anderson or Sheets, either alone or in combination.

The examiner responded by indicating that the amendment to Claim 13 helped to better distinguish the claim from the applied art. The examiner advised that she would give the matter further consideration.

As to Claims 15, 17, and 18, Applicant's attorney pointed out that each recites an additional limitation which the examiner did not contend in the last office action was disclosed by any of the applied art. Applicant's attorney also pointed out that the examiner had not instead offered any reason as to why the differences created by each of these additional features were obvious differences. Applicant's attorney therefore pointed out that the examiner had not made out a *prima facie* case of obviousness in connection with the rejection of any of these three claims. Instead, it appears that their differences have been overlooked. The examiner indicated that she would also look into this further.

CONCLUSION

For the foregoing reasons, Applicant respectfully submits that this application is now in condition for allowance, which Applicant respectfully solicits.

Please charge any shortage in fees due in connection with the filing of this paper, including extension of time fees, to Deposit Account 501946 and please credit any excess fees to such deposit account and reference attorney docket no. 64754-011.

Respectfully submitted,
McDERMOTT WILL & EMERY LLP

Marc E. Brown, Registration No. 28,590

2049 Century Park East, 38th Floor
Los Angeles, CA 90067
Phone: (310) 277-4110
Facsimile: (310) 277-4730
Date: July 24, 2008

Please recognize our Customer No. 33401 as our correspondence address.